

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Commercial Cleaning Systems, Inc. ("Respondent"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on February 21, 2013, the Office of Special Counsel notified Respondent in writing that it was opening an independent investigation of Respondent DJ# 197-13-158 (the "OSC Investigation") to determine whether Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) (the "Act").

WHEREAS, the Office of Special Counsel has concluded based upon information developed during the OSC Investigation that during the period from May 1, 2012, to May 1, 2013 Respondent's informal practices resulted in non-U.S. citizen applicants having to present more employment eligibility documentation than is legally required, and that Respondent proposed corrective actions to address and resolve the identified practices of over-documentation and their consequences.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual promises herein contained and to fully and finally resolve this dispute between the parties, it is agreed as follows:

1. Pursuant to 8 U.S.C. § 1324b(g)(2)(B)(iv)(IV), Respondent shall pay to the United States Treasury the amount of fifty-three thousand, five hundred and fifty dollars and no cents (\$53,550.00).
2. The monies referenced in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer.
3. Respondent shall set aside a fund of twenty five thousand dollars (\$25,000) to compensate work-authorized individuals who suffered economic damages, including lack of consideration for job assignment, denied or delayed job placement, suspension, termination, or other periods of lost work, as a result of Respondent's alleged employment eligibility verification practices ("economic victims") from May 1, 2012, to the effective date of this Agreement.
 - (a) Within thirty (30) days following the effective date of this Agreement, Respondent shall, after reviewing all relevant application materials, personnel files and Forms I-9 in its possession from the time period above, notify all non-U.S. citizen unsuccessful applicants, former employees, current employees, or other employees in Respondent's database by certified U.S. mail, and, where the

Respondent has an electronic mail address for an individual, by electronic mail, of their potential eligibility for a back pay award under this Agreement;

- (b) The notice required pursuant to paragraph 3(a) is set forth in Attachment A. All individuals will be given forty-five (45) days from the date they receive Respondent's notice to contact the Office of Special Counsel if the individual believes s/he lost wages as a result of Respondent's alleged discriminatory documentary practices;
- (c) Within forty-five (45) days following the effective date of this Agreement or within five (5) days of the date a notice required pursuant to paragraph 3(a) is sent to any individual, whichever is later, Respondent shall provide the Office of Special Counsel the name, date, method(s) of notice, mailing address, and, if available, telephone number, mobile number, and e-mail address, for all individuals notified;
- (d) Within seventy-five (75) days following the effective date of this Agreement or within five (5) days of the date an individual contacted the Office of Special Counsel, whichever is later, but in no case later than one-hundred and fifty (150) days following the effective date of this Agreement, the Office of Special Counsel shall provide Respondent with a list(s) of the name, Social Security number, date of birth, and relevant application and/or employment dates of each individual that contacted the Office of Special Counsel to file a claim for back pay under this Agreement;
- (e) Within fifteen (15) days after receiving a list of claimants under paragraph 3(d) from the Office of Special Counsel, Respondent will provide the Office of Special Counsel with the payroll information corresponding to the period of time of each claimant's employment eligibility verification, and the four pay-periods that immediately follow and any other information Respondent deems relevant regarding such claimants;
- (f) Within one-hundred and eighty (180) days from the effective date of this Agreement or within ten (10) days of receiving a claim from an individual, whichever is later, but in no case later than two-hundred and ten (210) days following the effective date of this Agreement, the Office of Special Counsel shall notify Respondent of the amount of back pay the Office of Special Counsel proposes to award each individual claimant;
- (g) Within two-hundred and forty (240) days from the effective date of this Agreement, Respondent will notify the Office of Special Counsel in writing if it disagrees with any back pay award as determined by the Office of Special Counsel pursuant to paragraph 3(h), and provide such information and/or documentation supporting its position;

- (h) Within two-hundred and seventy (270) days from the effective date of this Agreement, after consideration of any additional information Respondent may provide under paragraph 3(g), the Office of Special Counsel shall determine in its sole discretion the back pay award for each claimant. If the \$25,000 fund described in this paragraph is insufficient to satisfy all meritorious claims of all individuals under this paragraph, the Office of Special Counsel shall make a *pro rata* share determination for each claimant. The Office of Special Counsel shall also transmit to Respondent a final list of back pay awardees and the amount to be paid to each awardee;
 - (i) Within two hundred and ninety (290) days from the effective date of this Agreement, Respondent will send all individuals with economic damages a notice in the form of Attachment B indicating the award of back pay, as determined by the Office of Special Counsel, in addition to a release of liability;
 - (j) Respondent shall pay the amount owed to all economic victims, as determined by the Office of Special Counsel, within three-hundred (300) days following the effective date of this Agreement, subject to Respondent's receipt of any necessary documentation to process payment and an executed release of liability;
 - (k) Any communications to individuals with economic damages relating to the release of claims against Respondent shall be submitted to the Office of Special Counsel for approval, and must be confined to the release of claims referenced in this Agreement;
 - (l) The Parties agree that Respondent's total liability for monetary awards to individuals with economic damages under this paragraph shall not exceed \$25,000; and
 - (m) Respondent shall provide to the Office of Special Counsel a certified record signed by Respondent's counsel of the name, date of payment instrument and amount of payment of each individual compensated within ten (10) days of transmitting a payment under this paragraph to the individual(s).
4. Any monies used to compensate individuals pursuant to paragraph 3 shall be paid by check payable to each respective individual mailed via certified mail. Respondent may withhold applicable taxes based on the tax rates of the calendar year the monies are paid.
 5. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
 6. Respondent will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification processes. Respondent shall avoid discrimination in the employment eligibility verification processes by (a) honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8

U.S.C. § 1324a(b); (b) not requesting more or different documents than are required by law; and (c) permitting all employees to present any document or combination of documents acceptable by law.

7. Respondent will not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Unless it has already done so as a condition for its access to the Department of Homeland Security's E-Verify program, Respondent shall post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for a minimum of one (1) year thereafter.
9. Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resource Personnel"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
10. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will modify its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to:
 - (a) Prohibit (1) requesting employment eligibility verification documents from any Individual prior to making an offer of employment; (2) discriminating on the basis of citizenship status or national origin in the hiring and firing process; and (3) discriminating on the basis of citizenship status or national origin during the Form I-9 employment eligibility verification and reverification process.
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special

Counsel.

- (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
11. During the twelve (12) months following Respondent's receipt of a fully signed copy of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
 12. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resource Personnel with training on their duty to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) The training will consist of viewing an Office of Special Counsel Employer/HR webinar presentation. A recording of the webinar shall be provided by the Office of Special Counsel.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (c) During the Reporting Period, all new Human Resource Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire.
 - (d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, in the form of Attachment "A," including their full name, title, signature, and the date of the training, and send the form via email to Linda.W.Andrews@usdoj.gov within ten (10) business days of the training session.
 13. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and seek production of Respondent's documents.
 14. During the Reporting Period, the Office of Special Counsel may conduct a random audit of Respondent's Forms I-9, including attachments, and require the production of its E-

Verify transaction history. Respondent will provide the requested documents within fifteen (15) business days of its receipt of the Office of Special Counsel's request, and shall produce such documents in electronic form unless requested otherwise.

15. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the Office of Special Counsel's satisfaction before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by the parties.
17. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b that were subject of the OSC Investigation through the date this Agreement is signed by all parties.
18. This Agreement may be enforced in the United States District Court for the District of Colorado.
19. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation between the parties is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
20. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
21. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
22. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
23. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Commercial Cleaning Systems, Inc.

By:

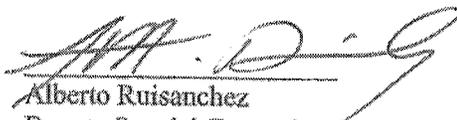


Troy Coker
Chief Executive Officer

Dated: 6/9/12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 6/12/12

C. Sebastian Aloit
Special Litigation Counsel

Linda White Andrews
Trial Attorney